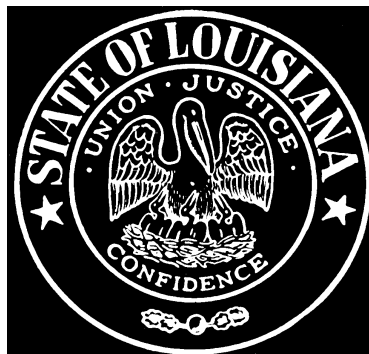


**REQUEST FOR PROPOSAL**

**TO**

**PROVIDE FOR TECHNICAL REPRESENTATION AT  
THE NATIONAL AND INTERNATIONAL LEVEL  
REGARDING ALLIGATOR AND CROCODILE  
MANAGEMENT INCLUDING PREPARATION OF  
THE INTERNATIONAL ALLIGATOR AND  
CROCODILE TRADE STUDY**

**FOR THE  
LOUISIANA DEPARTMENT OF WILDLIFE &  
FISHERIES**



**State of Louisiana  
LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES  
FUR AND ALLIGATOR COUNCIL  
(May 9, 2007)**

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# **REQUEST FOR PROPOSAL TO PROVIDE FOR TECHNICAL REPRESENTATION AT THE NATIONAL AND INTERNATIONAL LEVEL REGARDING ALLIGATOR AND CROCODILE MANAGEMENT INCLUDING PREPARATION OF THE INTERNATIONAL ALLIGATOR AND CROCODILE TRADE STUDY**

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

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**1.1 Background** – The Louisiana Department of Wildlife & Fisheries (LDWF) and the Fur and Alligator Advisory Council (FAAC) are soliciting proposals to provide for consulting services related to technical representation associated with worldwide alligator and crocodile management, regulation and trade.

The LDWF manages the American alligator as a commercial, renewable natural resource. LDWF's sustained use program is one of the world's most recognizable examples of a wildlife conservation success story. Louisiana's program has been used as a model for managing various crocodilian species throughout the world. Since the inception of the Department's program in 1972, over 730,000 wild alligators have been harvested, over 5.4 million alligator eggs have been collected, and over 2.9 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$495,000,000, providing significant, direct economic benefit to Louisiana.

Export of alligator skins and products out of the United States is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). This treaty, which became effective in 1975, regulates the international trade in protected species; its aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival. The U.S. Fish and Wildlife Service (USFWS) administers CITES requirements and controls for the United States. The species covered by CITES are listed on one of three Appendices, according to the degree of protection needed by each species. Currently, the alligator is listed on Appendix II of CITES, because of their similarity of appearance to other crocodilians that are truly endangered or threatened.

In order to maintain Louisiana's position as a world leader in alligator and crocodile management it is critically important that we be kept abreast of all national and international issues related to alligator and crocodile management as well as all

amendments and proposals to CITES that affect our ability to manage the alligator in Louisiana and to compete in world market place as alligator farmers, dealers and hunters strive to sell alligator skins, meat and other products. In 2006 the sale of wild and farm-raised alligators (skins and meat) in Louisiana exceeded \$53 million.

The overall objective of this project is to provide critical information and expert advice to the LDWF and to the FAAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, providing recommendations and extensive communications in order to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

### **1.1.1 Purpose, Goals and Objectives**

*The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing consulting services related to technical representation associated with worldwide alligator and crocodile management, regulation and trade to the LDWF and the FAAC. Said contractor shall, at a minimum, include handling all tasks related to the implementation of the program as follows:*

- Develop international trade status reports on crocodile, caiman and alligator trade
- Attend necessary meetings associated with national and international crocodilian management and trade including but not limited to CITES, International Union of Conservation of Nature (IUCN), Crocodile Specialists Group (CSG) and U.S. Fish and Wildlife Service (FWS)
- Identify pertinent national and international issues that may have an effect on Louisiana's alligator management program
- Keep LDWF and FAAC abreast and informed on all relevant issues regarding national and international issues that are relevant to Louisiana's alligator program and industry
- Coordinate with LDWF, FAAC and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade
- After consulting with LDWF and FAAC, represent LDWF and FAAC at national and international meetings concerning crocodilian conservation status and management
- Working with such groups as the CSG and IUCN, continue to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification, personal effects
- Coordinate the effort to maintain the legal importation of alligator and crocodile products into California
- Keep LDWF and FAAC abreast of CITES enforcement issues that may impact Louisiana's alligator program and industry

All as is set out more clearly hereafter.

GOAL: Ensure that the LDWF and the FAAC have all necessary information to make informed decisions and recommendations relative to national and international issues pertaining to alligator and crocodile management, regulation and trade.

OBJECTIVES: The overall objective for this project is to provide critical information and expert advice to the LDWF and to the FAAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, providing recommendations and extensive communications in order for the LDWF and the FAAC to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

## **1.2 Definitions**

A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(21).

B. Must , Will - The terms “must” and “will” denote mandatory requirements.

C. May , Can- The terms “may” and “can” denote an advisory or permissible action.

D. Should – the term “should” denotes desirable

E. Contractor – Any person having a contract with a governmental body.

F. State- The State of Louisiana or LDWF.

H. Discussions- For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. LDWF – Louisiana Department of Wildlife & Fisheries

J. IUCN- International Union of Conservation of Nature

K. CSG- Crocodile Specialist Group

L. CITES- Convention on International Trade in Endangered Species

M. FWS- Fish and Wildlife Service

N. CoP- Conference of the Parties

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CDT)</u>
1. RFP mailed to prospective proposers		<i>May 9, 2007</i>
2. Deadline to receive written inquiries		<i>May 21, 2007</i>
3. Deadline to answer written inquiries		<i>June 4, 2007</i>
4. Proposal Opening Date (deadline for submitting Proposals)		<i>4:00 p.m. on June 25, 2007</i>
5. Oral discussions with proposers, if needed		<i>To be scheduled</i>
6. Notice of Intent to Award to be mailed		<i>July 16, 2007</i>
7. Contract Initiation		<i>August 1, 2007</i>

**NOTE: The State of Louisiana reserves the right to deviate from these dates.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, <http://www.wlf.state.la.us>, and <http://www.alligatorfur.com>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the LDWF.

All proposals shall be received by the LDWF, Contracts Office **no later than the date and time shown in the Schedule of Events.**

Proposals may be mailed through the U. S. Postal Service to our box at:

LDWF  
Attn: Susan Newsom, Contracts Office  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

Proposals may be delivered by hand or courier service to our physical location at:

LDWF  
Attn: Susan Newsom, Contracts Office  
2000 Quail Dr., Rm. 256  
Baton Rouge, LA 70808

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The LDWF is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

## 1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.



- D. **Technical Proposal**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the proposer wishes to have considered in the contractual arrangement with the State.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit **one (1) signed original response**. Eight (8) additional copies of the proposal should be provided.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of his proposal.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as a trade secret and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, noting the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to LDWF personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question) and received by the close of business on the

Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter.

Additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC. If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

\* Note: LaPAC is the state's online electronic bid/proposal posting and notification system resident on the State Purchasing website [[www.doa.Louisiana.gov/osp](http://www.doa.Louisiana.gov/osp)] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing proposers that a Request for Proposal and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant proposal section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this proposal may be delivered by mail, express courier, e-mail, hand, or fax to:

LDWF  
Attn: Susan Newsom, Contracts Office  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

LDWF  
Attn: Susan Newsom, Contracts Office  
2000 Quail Dr., Rm. 256  
Baton Rouge, LA 70808

E-Mail: [snewsom@wlf.louisiana.gov](mailto:snewsom@wlf.louisiana.gov) Phone: (225)763-3970/ Fax: (225)765-2892

### **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.

### **1.10 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Contract Office.

### **1.11 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

### **1.12 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.13 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.14 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.15 Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.16 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.17 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.18 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.19 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

### **1.20 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the LDWF Evaluation Committee for the purpose of selecting the Proposer with whom the LDWF shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Secretary of the LDWF for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the LDWF, price and other factors considered.

The committee may reject any or all proposals if in the best interest of the State.

### **1.21 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

### **1.22 Contract Award and Execution**

The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the State.

In no event shall a proposer submit his own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with his proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana with the highest points, considering price and other factors.

### **1.23 Notice of Intent to Award**

Upon review and approval of the evaluation committee, and agency recommendations for award, LDWF will issue a Notice of Intent to Award letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LDWF will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

### **1.24 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

### **1.25 Payment for Services**

The State shall pay the Contractor based on delivery and approval of agreed upon progress reports of tasks tried and accomplished. Invoices submitted without the required reports will not be approved for payment until the required information is provided.

### **1.26 Termination**

**1.26.1 Termination of this Agreement for Cause** – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**1.26.2 Termination of this Agreement for Convenience** – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**1.26.3 Fiscal Funding Clause** - The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **1.27 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

## **1.28 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Wildlife and Fisheries, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract. Records shall be made available during normal working hours for this purpose.



### **1.29 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

### **1.30 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final contract payment.

### **1.31 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

### **1.32 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **1.33 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LDWF.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of

Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

### **1.34 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1482-1526; rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

## **PART II SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The Agency desires a contractor who will provide technical representation associated with worldwide alligator and crocodile management, regulation and trade. The contractor shall accomplish the following tasks :

- Develop international trade status reports on crocodile, caiman and alligator trade
  - Compile annual trade studies following the general format of past trade study documents; to be completed by June 1, 2008, 2009, 2010.
  - The trade study shall have a section analyzing trade statistics in relationship to American alligator markets
  - Expand section on alligator and crocodile meat trade
  - Compile reports in cooperation with Wildlife Conservation Monitoring Center (WCMC) in Cambridge, England; any associated cost of work done by WCMC will be responsibility of the contractor
- Attend necessary meetings associated with national and international crocodilian management, regulation and trade including but not limited to CITES, IUCN, CSG, and FWS
- Identify pertinent national and international issues that may have an affect on Louisiana's alligator management program
- Keep LDWF and FAAC abreast and informed on all relevant issues regarding national and international issues that are relevant to Louisiana's alligator program and industry
- Coordinate with LDWF, FAAC and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee(Animal and Standing) meetings held in interim years between CITES' CoP
  - Current CITES issues include but are not limited to: review of universal tagging program for alligators and crocodiles, personal effects, source codes, production systems, national export quotas, various species down

- listing proposals, enforcement issues, deregulation of trade in small leather goods made for alligator and crocodile
- Consult with and then represent LDWF and FAAC at national and international meetings concerning crocodilian conservation status and management
  - The technical expert representing the LDWF and the FAAC must be knowledgeable on all issues concerning alligator conservation and trade including the CITES process, IUCN, CSG and their interactions
- Work with such groups as the CSG and IUCN to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects
- Develop a strategy and coordinate the effort to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010
- Keep LDWF and FAAC abreast of CITES enforcement issues that may impact Louisiana's alligator program and industry
- Periodic reports must be submitted with each invoice and an annual report to summarize efforts, meetings, and outcomes and significance to the alligator industry must be submitted by June 1, 2008, 2009, 2010.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall be for three (3) years (thirty-six (36) months) commencing on the date that a contract is finalized.

It is desirable that the program is up and running by August 1, 2007.

## **2.3 Price Schedule**

Prices proposed by the proposers should be submitted in budget format based on travel, office expenses, etc. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum required from the successful proposer. Every proposer should describe what deliverables will be provided per his proposal and how the proposed deliverables will be provided.

- Periodic reports (at least two annually) must be submitted with accompanying invoices and an annual report to summarize efforts, meetings, and outcomes and significance to the alligator industry must be submitted by June 1, 2008, 2009, 2010.
- International Alligator Crocodile Trade Study must be completed annually by June 1, 2008, 2009 and 2010.

## **2.5 Location**

In order to accomplish the tasks set forth in the Scope of Services (Item 2.1), the contractor will be required to travel world wide to attend any necessary meetings related to alligator and crocodile management, regulation and trade.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

### **2.6.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans for meeting with key industry leaders, both nationally and internationally.
- Plans for compiling a trade study.
- Plans for developing a working relationship with Wildlife Conservation Monitoring Center (WCMC), CITES, IUCN, CSG, and FWS.
- Plans for accessing pertinent national and international issues.
- Plans to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010.
- Resume of Proposer.
- Information demonstrating Proposer's financial stability, including the three previous years of audited or reviewed financial statements, annual reports, or other data acceptable to the Agency.
- References from at least three state agencies, other government agencies or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Disclose in detail if, at any time during the previous five years, you or any related entity have failed to perform under, breached or terminated a contract which provides for similar services or for which you or any related entity has been assessed liquidated damages for non-performance of contractual obligations.
- Describe any innovative technology that you intend to employ.
- Include a definition of all terms, abbreviations and acronyms used in the proposal response. The definition of any term expressed elsewhere in this document shall not be changed.
- Explain your experience and technical capabilities, in sufficient detail to clearly demonstrate your ability to successfully meet at a minimum the terms of this RFP, as evidenced by your successful completion and operation of projects of similar nature and complexity.
- Describe the response time and performance guarantees that will be given to the Agency.
- Provide information demonstrating understanding of the nature and scope of this project.

Provide any other information deemed pertinent including terms and conditions which the Proposer wishes the State to consider.

## **PART III EVALUATION**

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Each proposal will be evaluated by a Proposal Evaluation Committee to be named by the Secretary of the Louisiana Department of Wildlife & Fisheries according to the following criteria with maximum points awarded of 100.

### **3.1 Proposer Qualifications**

The maximum possible score for this criterion is 30 points. The evaluation committee will consider, among other things:

- Proposer's project management experience on projects of similar size, scope, and complexity.
- Stability of proposer's organization(s).
- Proposed staff members' experience with the following organizations: WCMC, CITES, IUCN, CSG and FWS.
- Proposer's prior work experience and knowledge associated with national and international issues related to alligator and crocodile management, regulation, and trade.

### **3.2 Proposed Project Approach and Design Methodology**

The maximum possible score for this criterion is 40 points. The evaluation committee will consider, among other things:

- Proposer's understanding of the nature of the project.
- Proposer's design methodology, including strategy, anticipated results, benefits to industry, schedules, quality assurance.
- Proposer's estimate, in total number of hours, of the level of effort required for successful completion of the project based on the proposer's past experience and the information provided in this request for proposal.

### **3.3 Cost**

The maximum possible score for this criterion is 30 points. Prices proposed by the proposers should be submitted in a budget format to include salaries, fringe benefits, travel costs, office expenses, etc. Prices submitted shall be firm for the term of the contract.

The Proposer shall state the total three year costs for providing services necessary to complete the tasks required for the successful implementation of this program.

Proposals that specify the payment of any costs up-front will be rejected.

The proposer with the lowest total cost shall receive 30 points. Other proposers shall be assigned cost points in accordance with the following formula.

Cost points = (lowest cost proposal/specific proposer's cost proposal) X 30

## COST STATEMENT

Total cost for project \$ \_\_\_\_\_

## PART IV PERFORMANCE STANDARDS

### 4.1 Performance Requirements

- Develop international trade status reports on crocodile, caiman and alligator trade
  - Compile annual trade studies following the general format of past trade study documents; to be completed by June 1, 2008, 2009, 2010.
  - The trade study shall have a section analyzing trade statistics in relationship to American alligator markets
  - Expand section on alligator and crocodile meat trade
  - Compile reports in cooperation with Wildlife Conservation Monitoring Center (WCMC) in Cambridge, England; any associated cost of work done by WCMC will be responsibility of the contractor
- Attend necessary meetings associated with national and international crocodilian management, regulation and trade including but not limited to CITES, IUCN, CSG, and FWS
- Identify pertinent national and international issues that may have an affect on Louisiana's alligator management program
- Keep LDWF and FAAC abreast and informed on all relevant issues regarding national and international issues that are relevant to Louisiana's alligator program and industry
- Coordinate with LDWF, FAAC and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee(Animal and Standing) meetings held in interim years between CITES' CoP
  - Current CITES issues include but are not limited to: review of universal tagging program for alligators and crocodiles, personal effects, source codes, production systems, national export quotas, various species down

- listing proposals, enforcement issues, deregulation of trade in small leather goods made for alligator and crocodile
- After consulting with LDWF and FAAC represent LDWF and FAAC at national and international meetings concerning crocodilian conservation status and management
  - The technical expert representing the LDWF and the FAAC must be knowledgeable on all issues concerning alligator conservation and trade including the CITES process, IUCN, CSG and their interactions
- Working with such groups as the CSG and IUCN continue to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects
- Develop a strategy and coordinate the effort to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010
- Keep LDWF and FAAC abreast of CITES enforcement issues that may impact Louisiana's alligator program and industry
- Periodic reports must be submitted with each invoice and an annual report to summarize efforts, meetings, and outcomes and significance to the alligator industry must be submitted by June 1, 2008, 2009, 2010.

## **4.2 Performance Measurement/Evaluation**

The Agency will measure the Contractor's progress and evaluate his performance based on the following:

- 1) Review of annual trade study reports, compiled in cooperation with WCMC, with expanded section on alligator and crocodile meat trade.
- 2) Reports on pertinent national and international issues that may have an affect on Louisiana's alligator management program.
- 3) Strategic plans to develop positions on all relevant issues related to crocodilian management, regulation and trade that will de discussed at CITES' Conference of the Parties (CoP) and at related Committee(Animal and Standing) meetings held in interim years between CITES' CoP.
- 4) Implementation of plans to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010.
- 5) Timely submission of progress reports.

## **APPENDIX A**

## **SAMPLE CONTRACT**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

Be it known, that on this (Date) day of (month), 20 (year), the Louisiana Department of Wildlife and Fisheries (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including Zipcode) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

### **Purpose**

The LDWF manages the American alligator as a commercial, renewable natural resource. LDWF's sustained use program is one of the world's most recognizable examples of a wildlife conservation success story. Louisiana's program has been used as a model for managing various crocodilian species throughout the world. Since the inception of the Department's program in 1972, over 730,000 wild alligators have been harvested, over 5.4 million alligator eggs have been collected, and over 2.9 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$495,000,000, providing significant, direct economic benefit to Louisiana.

Export of alligator skins and products out of the United States is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). This treaty, which became effective in 1975, regulates the international trade in protected species; its aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival. The U.S. Fish and Wildlife Service (USFWS) administers CITES requirements and controls for the United States. The species covered by CITES are listed on one of three Appendices, according to the degree of protection needed by each species. Currently, the alligator is listed on Appendix II of CITES, because of their similarity of appearance to other crocodilians that are truly endangered or threatened.

In order to maintain Louisiana's position as a world leader in alligator and crocodile management it is critically important that we be kept abreast of all national and international issues related to alligator and crocodile management as well as all amendments and proposals to CITES that affect our ability to manage the alligator in Louisiana and to compete in world market place as alligator farmers, dealers and hunters strive to sell alligator skins, meat and other products. In 2006 the sale of wild and farm-raised alligators (skins and meat) in Louisiana exceeded \$53 million.

The overall objective of this project is to provide critical information and expert advice to the LDWF and to the FAAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, providing recommendations



and extensive communications in order to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

### **Scope of Services**

- Develop international trade status reports on crocodile, caiman and alligator trade
  - Compile annual trade studies following the general format of past trade study documents; to be completed by June 1, 2008, 2009, 2010.
  - The trade study shall have a section analyzing trade statistics in relationship to American alligator markets
  - Expand section on alligator and crocodile meat trade
  - Compile reports in cooperation with Wildlife Conservation Monitoring Center (WCMC) in Cambridge, England; any associated cost of work done by WCMC will be responsibility of the contractor
- Attend necessary meetings associated with national and international crocodilian management, regulation and trade including but not limited to CITES, IUCN, CSG, and FWS
- Identify pertinent national and international issues that may have an affect on Louisiana's alligator management program
- Keep LDWF and FAAC abreast and informed on all relevant issues regarding national and international issues that are relevant to Louisiana's alligator program and industry
- Coordinate with LDWF, FAAC and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP
  - Current CITES issues include but are not limited to: review of universal tagging program for alligators and crocodiles, personal effects, source codes, production systems, national export quotas, various species down listing proposals, enforcement issues, deregulation of trade in small leather goods made for alligator and crocodile
- After consulting with LDWF and FAAC represent LDWF and FAAC at national and international meetings concerning crocodilian conservation status and management
  - The technical expert representing the LDWF and the FAAC must be knowledgeable on all issues concerning alligator conservation and trade including the CITES process, IUCN, CSG and their interactions
- Working with such groups as the CSG and IUCN continue to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects
- Develop a strategy and coordinate the effort to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010

- Keep LDWF and FAAC abreast of CITES enforcement issues that may impact Louisiana's alligator program and industry
- Periodic reports must be submitted with each invoice and an annual report to summarize efforts, meetings, and outcomes and significance to the alligator industry must be submitted by June 1, 2008, 2009, 2010.

### **Monitoring Plan:**

LDWF staff and FAAC will review all progress and final reports received from the contractors for accomplishment of objectives and general completeness. Contact with contractors will be made monthly through e-mails, conferences, and telephone calls.

### **Measures of Performance:**

- Review of annual trade study reports, compiled in cooperation with WCMC, with expanded section on alligator and crocodile meat trade.
- Reports on pertinent national and international issues that may have an affect on Louisiana's alligator management program.
- Strategic plans to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.
- Implementation of plans to maintain the legal importation of alligator and crocodile products into California as current law requires importation issue to be addressed in 2010.
- Timely submission of progress reports.

### **Payment Terms**

In consideration of the services described above, State hereby agrees to pay the Contractor a firm fixed price of \$\_\_\_\_\_ (\$\_\_\_\_\_ per year for three years.) Provided all terms and conditions of the contract are met and if reasonable satisfaction of the department and the Council are obtained, payment will be made with the receipt of an original invoice and reports approved by the Program Manager.

Contractor will be paid 45% upon receipt of the first written progress report annually after September 1st, 45% upon receipt of a second written progress report annually after January 1st (both reports indicating meetings attended, progress made, and significance to the alligator industry) and a final payment of 10% upon receipt of a final written report due April 1, 2008 for the first year, April 1, 2009 for the second year, and April 1, 2010 for the third and final year. Annual oral reports shall be given upon request of the Council. The funding for this contract will be from the Louisiana Alligator Resource Fund within the Fur and Alligator Advisory Council budget.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number

\_\_\_\_\_.

## **Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **Termination for Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor

by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

### **Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state or department auditors shall have the option of auditing all accounts of contractor which relate to this contract.

### **Term of Contract**

This contract shall begin on (beginning date) and shall terminate on (ending date).

### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **Validity**

This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

***It is the responsibility of the Contractor to advise the department in advance if contract funds or contract terms may be insufficient to complete the contract objectives.***

#### COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

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Contractor

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State Signatures